

Rapid Response Project Proposal

AVI SYSTEMS

5923 PEACHTREE INDUSTRIAL BLVD. SUITE 100 PEACHTREE CORNERS, GA 30092

CLIENT INFORMATION

Company:	Town Of Tyrone
Contact:	Brandon Perkins
Email:	bperkins@tyrone.org
Phone:	770-487-4038
Address:	950 Senoia Rd Suite A
City, State, Zip:	Tyrone, GA 30290

BILLING INFORMATION

Company:	
Contact:	
Email:	
Phone:	
Address:	
City, State, Zip:	

TOWN OF TYRONE AV UPGRADES

Timeline:

AVI Systems installation schedule is not only dependent on manufacturer & distributor lead times, but also any client dependencies related to infrastructure, network services, owner furnished equipment, furniture, and proper site conditions. Please also note that global supply chain issues are resulting in atypical backorders for technology. Three-to-six-month lead times are now common on a variety of products despite AVI's best efforts to inventory long lead devices and provide substitutions. If a temporary or partial implementation of system(s) is required to meet the clients schedule, a change order may apply.

1. COUNCIL CHAMBERS

SYSTEM TESTING

AVI Systems will thoroughly test the existing system to ensure all components are functioning properly. Any issues discovered during testing must be acknowledged by the client in writing before any de-installation / modifications to the system can proceed.

WEB-CONFERNCING

AVI Systems will de-install and remove the existing Logitech PTZ Pro 2 camera that is currently wall mounted onto the rear wall of the Council Chambers. The de-installed camera and wall mount shelf will be delivered to the client to repurpose or dispose of as they choose.

AVI Systems will provide and install (1) new AVer TR333 Auto-Tracking/Live, 4K, PTZ Camera with 30x Optical Zoom. AVI Systems will provide (1) new ceiling mount, along with the necessary mounting hardware, and will install the new Aver camera in an inverted position near the middle of the room. The USB output of the new camera will be connected to the existing USB extender set that was previously used for the Logitech camera, and AVI Systems will provide and install new CAT6 cabling from the new camera position to the equipment rack, located in the nearby storage closet, for proper connection to the existing client provided dedicated PC.

*Any setup / configuration for the PC regarding web-conferencing or recording applications (Teams, Zoom, WebEx, etc) is the sole responsibility of the client.



AUDIO SYSTEM

AVI Systems will de-install and remove (2) of the existing SHURE **wired** gooseneck microphones from this system. The mics to be de-installed are the mics that are currently placed on the tables that are separate, but adjacent, to the main 'bench' area at the front of the room. The de-installed microphones will be delivered to the client to dispose of or repurpose as they choose.

AVI Systems will provide and install (2) new *wireless* microphone systems that each include (1) 15" gooseneck cardioid microphones. The receivers for these new microphones will be installed inside the existing equipment rack, and their audio outputs will be connected to available inputs of the existing Biamp Digital Signal Processor (DSP). For proper wireless coverage and connection from the microphones in the council chambers to the receivers located in the nearby storage room, AVI Systems will provide and install antenna extension cables, in-line antenna boosters, and antenna splitters/combiners.

In addition, AVI Systems will provide and install (4) new ceiling microphones that will be spaced through the room and over the audience area so that audio from audience members may be captured on recordings initiated during Council meetings. To allow for the (4) ceiling mics to properly connect to the existing Biamp DSP, AVI Systems will provide and install (1) new 4-input analog microphone mixer that will reside in the existing equipment rack. *Any setup / configuration for the PC regarding web-conferencing or recording applications (Teams, Zoom, WebEx, etc) is the sole responsibility of the client.

AVI Systems will make the necessary revisions to the internal configuration of the existing Biamp DSP to account for these changes in hardware and functionality.

CONTROL SYSTEM

AVI Systems will make the necessary revisions to the control system programming and touch panel project to account for the changes in hardware and functionality referenced above. New "Ceiling Mic Mute/Unmute" Controls will be added to the touch panel, and camera control programming will be modified to properly control the new Aver camera.

Client Responsibilities:

The client will be required to provide the following (initial below):

- Power and data infrastructure as required for audiovisual equipment
- Room(s) must be secure, dust-free and reserved in order to complete AV installation

I acknowledge and agree to the requirements listed above and understand any incomplete items may result in scheduling delays and/or additional trip charges. **Initial**____

Please Note:

This Scope Of Work assumes that any existing system / equipment referenced above is still in place and is operational, that this space will be made available at the agreed upon time/date, that any new OFE equipment needed to complete this install will be on site and made available at time of installation, and that there will be no sound or time limitations during the scheduled install. If these assumptions are not true, additional hours/visits & additional funds may be required to complete this project. **Initial**_____



Outline of Costs

Outline of Costs.				
Item	Qty.	Description	Unit Price	Total Cost
		Audio System		
1	1	 (4) Shure Microflex overhead Carioid microphone (white) Shure Four Channel Automatic Mic Mixer (2) Shure Wireless Gooseneck Base Transmitter (G50 Hz) (2) Shure Microflex® 15-Inch Modular Gooseneck Microphone (2) Shure Digital Wireless Receiver (G50 Hz) (4) Shure 100' coaxial antenna extension cable (2) Shure 1/2 wave digital antenna (2) Shure In-Line Antenna Amplifier Shure Passive Antenna Splitter/Combiner Kit.(Includes Two Splitter/Combiners) 	\$7,117	\$7,117
		Videoconferencing System		
2	1	 Aver Auto-Tracking/Live Streaming 4K PTZ Camera Vaddio Suspended Ceiling Mount for Camera 	\$3,971	\$3,971
		Misc., Cables, and Connectors		
3	1	AVI Misc Cables & Connectors	\$733	\$733
	-		Hardware Total:	\$11,821

2. CONFERENCE ROOM

DISPLAY SYSTEM

AVI Systems will provide and install (1) new 75" commercial grade display, along with (1) new static wall mount, (1) new pull-out accessory, as well as (1) power conditioner to guard against the effects of any undesirable electrical conditions. The new display will be mounted on to the left wall in this room at an appropriate height for optimal viewing by meeting attendees seated at the existing conference room table.

*Client responsible for installation of high-voltage electrical outlet at display location by a qualified electrician

SOURCE COMPONENTS

AVI Systems will provide and install (1) HDMI digital extender set that will allow a user seated at the existing conference room table to connect to the new wall mounted display for video and audio presentation. This will include (1) 12' HDMI user cable that will be routed through the existing cable cubby located in the conference table.

AUDIO SYSTEM

Audio from a connected source will be heard using the internal speakers of the new wall mounted display. No additional audio equipment is being provided or installed as part of this project.

CONTROL SYSTEM

The manufacturer provided remote control will be delivered to the client and will allow the user to power on/off the new wall mounted display, as well as control the volume output level of the display's internal speakers. No additional control system equipment is being provided or installed as part of this project.

Client Responsibilities:

The client will be required to provide the following (initial below):

- Power and data infrastructure as required for audiovisual equipment
- Room(s) must be secure, dust-free and reserved in order to complete AV installation

I acknowledge and agree to the requirements listed above and understand any incomplete items may result in scheduling delays and/or additional trip charges.
Initial_____



Outline of Costs:

	<u> </u>			
Item	Qty.	Description	Unit Price	Total Cost
		Display System		
1	1	 LG 75" Commercial Series UHD Signage TV with Slim Depth Chief Manufacturing Extra-large Static wall Mount Chief Fusion™ Extra-Large Pull Out Accessory APC 2 Outlet Wall Mount Power Filter 	\$2,612	\$2,612
		Source Components		
2	1	J-Tech HDMI Extender Over Single CAT Cable	\$75	\$75
		Misc., Cables, and Connectors		
3	1	AVI Misc Cables & Connectors	\$333	\$333
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Service and Preventative Maintenance

A Preferred Maintenance Contract is not included in this project proposal. Where applicable, equipment provided by AVI Systems is backed by manufacturer warranty. AVI Systems warrants installation workmanship for 30 days following project sign-off. AVI Systems dedicated service team is available for service response to support your audiovisual system. Service and maintenance requests will be billed at time and materials.

Summary of Costs

Item	Description	Price
1	Council Chambers	\$11,821
2	Conference Room	\$3,020
3	Engineering & Programming & Project Management	\$1,560
4	CAD & Documentation	\$415
5	Integration & Commissioning	\$440
6	Installation	\$2,850
	Subtotal	\$20,106
	Est. Sales Tax	TBD
	Est. Freight	TBD
	Est. Total	\$20,106

This project includes pricing for onsite labor during our standard business hours of 6:30AM – 4:30PM. If after hours work is required, this can be provided at an additional cost.



Terms: 50 / 50

Project Timeline: Project schedule will be determined with client after signed proposal is received.

*Please note that global chip shortages coupled with understaffed manufacturing facilities

are resulting in atypical lead times and backorder issues on a variety of products.

Tax: Applicable sales tax apply

Freight: Prepay and add to final invoice

Credit Cards: A 3% administrative charge will apply to all credit card transactions

Client Authorization:	✓
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Company:	✓
Date:	✓
P.O. Number	✓

Terms, fees and stated scope of work are valid for 15 days from the date of this proposal. Please note that pricing is subject to change if this proposal is not accepted in its entirety.

For further clarification or questions regarding this proposal, please contact Rapid Response Manager: Cary Clayborn 770-209-8600 cclayborn@AVISystems.com

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

- 1. Changes In The Scope of Work Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
- 2. Ownership and Use of Documents and Electronic Data Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
- 3. Proprietary Protection of Programs Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control



systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

- 4. Shipping and Handling and Taxes The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
- 5. <u>Title</u> Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
- 6. Security Interest In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
- 7. Risk of Loss or Damage Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
- 8. Receiving/Integration Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
- 9. <u>Equipment Warranties</u> To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
- 10. General Warranties Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.
- 11. <u>Indemnification</u> Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.
- 12. <u>Remedies</u> Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in



substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

- 13. <u>Limitation of Remedies for Equipment</u> AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.
- 14. <u>Limitation on Liability</u> EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.
- 15. No Consequential Damages AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.
- **16.** Acceleration of Obligations and Default Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.
- 17. Choice of Law, Venue and Attorney's Fees This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.
- 18. General Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materi
- 19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.
- 20. <u>Nonsolicitation -</u> To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.



- 21. <u>Price Quotations and Time to Install</u> AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.
- 22. <u>Price Quotations</u> Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.